August 5, 2019 7:00 pm
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585
MINUTES

#### **COMMISSIONERS PRESENT:**

Mike Haddock, Chairman
Frank Emory, Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Dunn, Jr., Commissioner
Charlie Gray, Commissioner

#### **OFFICIALS PRESENT:**

Franky J. Howard, County Manager Brenda Reece, Finance Officer Angelica Hall, Clerk Dave Baxter, County Attorney Wesley Smith, Health Director Jessica Adams, Program Manager, DSS Susan Riggs, Tax Collector

#### **COMMISSIONERS ABSENT:**

The Chairperson called the meeting to order and Commissioner Charlie Gray gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory and unanimously carried **THAT** the agenda be **APPROVED** with the following revisions: Addition of Budget Amendment # 4 and Removal of Closed Session from the agenda at the request of Commissioner James Harper.

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner April Aycock, and unanimously carried **THAT** the minutes for Special Meeting on June 24, 2019 and July 8, 2019 and Regular Meeting Minutes for July 15, 2019, Closed Session Minutes for May 6, 2019, June 3, 2019, June 17, 2019 and July 15, 2019 be **APPROVED** as presented.

#### **PUBLIC COMMENT PERIOD:**

Mr. Wayne Hurley expressed his issues with the new bypass.

#### 1. ANIMAL BITE/RABIES EXPOSURE REPORT FOR FY 2018-19

Mr. Wesley Smith, Health Director, reported to the Board that the Rabies and Communicable Disease control laws impose duties on local Health Directors to respond to reported animal bites, manage potential human exposure to rabies and organize at least one rabies vaccination clinic per year. In FY 2018-19, the Health Department responded to 15 cases involving animal bites and 1 case of rabies exposure, for a total of 16 cases. Mr. Smith informed the

Board that a sub-committee had been formed by the Board of Health to consider the need for Animal Control ordinance in Jone County, that may eventually be brought before the Board of Commissioners for their consideration. The Board received the Animal Bite/Rabies Exposure Report for FY 2018-19. A copy of the presentation is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

#### 2. AUTHORIZATION FOR HEALTH DIRECTOR TO ADJUST FEES

Mr. Wesley Smith, Health Director, presented the following request to the Board. G.S. 130A-39(g) authorizes the Board of Health to impose a fee for services rendered by the Health Department, except where prohibited by statute. It further states that the fees shall be based on a plan recommended by the Health Director and approved by both the Board of Health and the Board of County Commissioners, when required. At their meeting on July 23, 2019, the Board of Health authorized the Health Director to adjust certain fees according to fluctuation in the Medicaid rate and/or acquisition costs, and then report the change in fees at the next Board of Health meeting. They further recommended that the Board of Commissioners grant the same authorization to the Health Director. Such authorization would eliminate a delay in obtaining approval from both Boards, and allow the Health Department to, at a minimum, cover their costs to provide services. As recommended by the Board of Health, give the same authorization to the Health Director, to adjust fees according to fluctuations in the Medicaid rate and/or acquisition cost and then provide an update at the next Board of County Commissioners meeting. MOTION made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried THAT the request be APPROVED as presented. A copy of the request is marked EXHIBIT B and is hereby incorporated and made a part of the minutes.

#### 3. EASTERN CAROLINA COUNCIL FAMILY CAREGIVER SUPPORT PROGRAM

Mrs. Jessica Adams, Program Manager, requested the Board approve receipt of \$3,059 allocation from the Older Americans Act Family Caregiver Support Program for FY 2019-2020 through the Eastern Carolina Council Area Agency on Aging. MOTION made by Commissioner April Aycock, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried THAT the request to approve receipt of \$3,059 allocation be APPROVED as presented. A copy of the request is marked EXHIBIT C and is hereby incorporated and made a part of the minutes.

#### 4. LETTER OF RECOMMENDATION AND RESOLUTION

Mr. Franky Howard, County Manager, presented to the Board the Letter of Recommendation and Resolution to approve Holland Consulting to administer the State DRA funds. Mr. Howard stated that this is the \$1 million in funds that will be used for Florence related housing needs. MOTION made by Commissioner Frank Emory, seconded by Commissioner James Harper, and unanimously carried THAT the Letter of Recommendation and Resolution

be **APPROVED** as presented. A copy of the Letter and Resolution is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

#### 5. TAX COLLECTION REPORT FOR JUNE 2019

Mrs. Susan Riggs presented the June 2019 Tax Collection Report to the Board. No action needed by the Board. A copy of the report is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

#### 6. 2018 TAX SETTLEMENT REPORT

Mrs. Susan Riggs presented to the Board the 2018 Tax Settlement Report for approval. **MOTION** was made by Commissioner Frank Emory seconded by Commissioner James Harper, and unanimously carried **THAT** the 2018 Tax Settlement Report be **APPROVED** as presented. A copy of the report is marked **EXHIBIT** F and is hereby incorporated and made a part of the minutes.

#### 7. TAX COLLECTOR CHARGE

**MOTION** was made by Commissioner Frank Emory seconded by Commissioner James Harper, and unanimously carried **THAT** Susan Riggs be Charged as the Tax Collector for Fiscal Year 2019-2020. A copy of the Tax Collector Charge is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

#### 8. BUDGET AMENDMENT #3 -#4

Mrs. Brenda Reece, Finance Officer, presented the Board with Budget Amendment #3-#4 for approval. **MOTION** was made by Commissioner Sondra Ipock-Riggs seconded by Commissioner James Harper, and unanimously carried **THAT** Budget Amendment #3-#4 be **APPROVED** as presented. A copy of the amendments is marked **EXHIBIT** H and is hereby incorporated and made a part of the minutes.

#### 9. FAWNS CROSSING PHASE II FINAL PLAT APPROVAL

Mr. Franky Howard, County Manager, presented the Board a request for approval of Fawns Crossings Section II Final Plat. Mr. Howard explained that this was the subdivision on Davis Field Road just off Highway 58 near Pollocksville. **MOTION** was made by Commissioner Frank Emory seconded by Commissioner Charlie Dunn, Jr., and unanimously carried **THAT** the request for approval of Fawns Crossing Section II Final Plat be **APPROVED** as presented. A copy of the is marked **EXHIBIT I** and is hereby incorporated and made a part of the minutes.

#### 10. PUBLIC COMMENT POLICY

Mr. Franky Howard, County Manager, presented the draft Public Comment Policy to the Board for approval. The Policy was reviewed and discussed at a previous workshop. Commissioner Frank Emory made a motion to approve the Policy as presented, however that

Motion was rescinded due to a change request to the policy. **MOTION** was made by Commissioner Charlie Gray seconded by Commissioner Charlie Dunn, Jr., and unanimously carried **THAT** the Public Comment Policy be **APPROVED** with the following addition: there will be a two minute public comment at the end of each meeting. A copy of the updated policy is marked **EXHIBIT J** and is hereby incorporated and made a part of the minutes.

#### 11. CAPITAL REQUEST- COURTHOUSE BLINDS

Mr. Franky Howard, County Manager, presented the Board with a Capital Request to replace the old vertical blinds at the Courthouse with new Solar Shades. A MOTION was made by Commissioner Frank Emory to table this item and research other options that would cost less than the estimated \$10,500 for the solar shades. The Board was in agreement in tabling this item to research other options.

#### 12. CAPITAL REQUEST- STREAM DEBRIS BOAT MOTOR

Mr. Franky Howard, County Manager, presented the Board with a Capital Request to purchase a boat motor for the 12' Jon Boat that is used to monitor the Stream Debris project. The access areas that are being worked need this Mud Motor engine due to the shallow water. **MOTION** was made by Commissioner April Aycock seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Capital Request to purchase the Stream Debris Boat Motor in the amount of \$2,500 be **APPROVED** as presented. A copy of the request is marked **EXHIBIT K** and is hereby incorporated and made a part of the minutes.

#### 13. RECREATION DEPARTMENT UPDATE

Mr. Franky Howard, County Manager, presented the Board with an update on the Recreation Position Posting. Mr. Howard informed the Board that the position was posted as Part-Time, however, he needed clarification about the position being part-time vs. full-time. Mr. Howard explained that during the budget the position was reduced to 50% which would make it a part-time position. Since then, Maysville has agreed to partner with the County and provide \$15,000 towards the Recreation position. MOTION was made by Commissioner April Aycock seconded by Commissioner James Harper, and unanimously carried THAT the Recreation Position posting be changed to a Full-time position posting.

#### 14. RECREATION DEPARTMENT UPDATE

Mr. Franky Howard, County Manager, requested a Workshop for August 12, 2019.

#### 15. CLOSED SESSION UNDER 143-318.11(a)(6)

Closed Session removed from the agenda.

#### **COUNTY MANAGER'S REPORT**

None

#### **COMMISSIONER'S REPORTS**

Commissioner April Aycock requested Mr. Howard find out how much it would be for the Regular Meetings, not workshops to be on Facebook Live moving forward.

Commissioner Sondra Ipock-Riggs how upset she was about the public not being invited to the Ribbon Cutting Ceremony at the new school.

Chairperson Mike Haddock requested an update on the Census Meeting. Also, reminded the Board that they needed to receive permission to speak, from the Chair, in order to speak or address an issue during the meeting.

#### **PUBLIC COMMENT**

Mr. Sam Ervin stated that the meeting at the school from 2pm -5pm needed to be changed.

**MOTION** made by Commissioner Charlie Gray, seconded by Commissioner Frank Emory and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:23 p.m.

Mike Haddock

Chairman

Angelica Hall

Clerk to the Board

Jones County Health Department
Animal Bite/Exposure Tracking Log FY 2018-19

					Animal Bit	e/exposure ir	Animal Bite/Exposure Tracking Log FY 2018-19	61-816		
Incident			location of	Species of	Tyne of Incident (Bite or	Current on Rabies	Was Animal	If Oustantined		
Number	Date	Time	Incident	Animal		Vaccination?	10 Days?	Where?	Disposition of Animal	Other Pertinent Information
19-01	7/3/2018	11:00 PM	Trenton	Dog	Bite - Animal to Human	Yes	Yes	Owner's Property	Released from Quarantine	N/A
19-02	7/3/2018	Unknown	Pink Hill (Jones County)	Cat	Bite - Animal to Human	Unknown	No	N/A	No Action - Unable to Speak to Owner/Victim	Notified of bite on 7/10/18; given bad phone number; sent letter
19-03	7/9/2018	6:30 PM	Trenton	Dog	Bite - Animal to Human	No	Yes	Owner's Property	Vaccinated by CRV and Released from Quarantine	Severe bite to owner by own dog; required hospitalization; elected not to receive PEP rabies shots.
19-04	7/23/2018	6:30 PM	Trenton	Dog	Bite - Animal to Human	ON	Yes	Owner's Property	Vaccinated by CRV and Released from Quarantine	Notified of bite on 7/24/18 by EMS by A. Pike; EMS responded but transport was refused
19-05	8/13/2018	11:45 AM	Trenton	Cat	Bite - Animal to Human	ON	No	N/A	Numerous feral cats - unable to determine which one bit victim	Discussed case with CD Branch; recommended rabies PEP; victim completed the rabies PEP series
19-06	9/19/2018	9:00 AM	Dover (Jones County)	Cat	Bite - Animal to Human	No	Yes	Owner's Home	Released from Quarantine; to be vaccinated by CRV	Late notification of incident; victim treated at mobile unit at SLHD; owner quarantined cat on her property
19-07	9/23/2018	Unknown	Pollocksville	Cat	Potential Exposure - Animal to Human	No	No	N/A	Cat shot & taken to Craven County Shelter; cat destroyed	Victim cleaned mucus from feral cat with her shirt sleeve, then rubbed sleeve in her own eyes; CD Branch nurse indicated PEP not necessary
19-08	2/24/2019	4:30 PM	Maysville	Dog	Bite - Animal to Human	Yes	Yes	RJ's Animal Rescue Rehab and Kennels	Dog died due to fight with another dog at RJ's Kennels	Dog dug out of pen; got into fight with another dog who also dug out of her pen
19-09	3/8/2019	10:30 PM	Pollocksville	Dog	Bite - Animal to Human	No	Yes	Owner's Property	Released from Quarantine and Vaccinated	PEP not recommended; dog previously vaccinated; no known exposure to rabies prior to incident.
19-10	3/14/2019	12:25 PM	Kinston (Jones County)	Dog	Bite - Animal to Animal	No	Yes	RJ's Animal Rescue Rehab and Kennels	Released from Quarantine and Vaccinated	Owner & Patty Jones split cost of surgery & neuter by Vet in New Bern
19-11	3/22/2019	5:30 PM	Pollocksville	Dog	Bite - Animal to Human	Unknown	Yes	Owner's Property	No Action - Unable to Speak to Owner/Victim	No phone number for owner; sent owner a letter regarding quarantine and need for vaccination

Jones County Health Department Animal Bite/Exposure Tracking Log FY 2018-19

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3/27	3/27/2019	2:45 PM	Trenton	Dog	Bite - Animal to Human	ON	Yes	RJ's Animal Rescue Rehab and Kennels	Released from Quarantine and Vaccinated	Owner surrendered animal to RJs for quarantine and eventual adoption
4/	4/4/2019	1:30 PM	Trenton	Dog	Bite - Animal to Human	No	Yes	RJ's Animal Rescue Rehab and Kennels	Released from Quarantine and Vaccinated	PEP not recommended since dog was placed into quarantine for observation
4	4/7/2019	6:30 PM	New Bern (Jones County)	Dog	Bite - Animal to Human	Yes	Yes	Owner's Property	Released from Quarantine and Vaccinated	PEP not recommended since dog was current on rabies vaccination
4	4/16/2019	10:30 PM	Maysville	Dog	Bite - Animal to Human	No	Yes	RJ's Animal Rescue Rehab and Kennels	Released from Quarantine and Vaccinated	PEP not recommended since dog was placed into quarantine for observation
יא ו	5/16/2019	6:00 PM	Maysville	Dogs (2)	Bite - Animal to Human	Yes - Both	:#1 Yes Dog #2	Owner's Property	Dog #1 - Released from Quarantine at end of 10-day Quarantine Period	Two (2) dogs involved in bite; both dogs  Current on their rabies vaccination; dog  (a) Quarantine at end of  got out of quarantine first night, was  10-day Quarantine  hit by a car and died from wounds; not required for testing since it was current  on rabies vaccination

Jones County Health Department Breakdown of Animal Bite/Exposure Reports FY 2018-19

GLARTON STATE		Locs	Location of Incident - Jones County	- Jones Cou	nty	Location -	Specie	Species of Animal	lemi	Type	Type of Incidence	agr.	Curr	Current on Rabies Vaccination?		Quarantined for 10 Days?	ned for	If Qua	If Quarantined, Where?	here?
Month	by Month	Trenton	Pollocksville	Maysville	Other	Other County	Dog	cat	Other	Bite E	Exposure Only	Other	Yes	No N	Unknown or N/A	Yes	No	Owner's Property	Vet/ Shelter	Unknown/ Unable to Locate
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#### Coates' Canons Blog: Mandates in animal control: What MUST local governments do?

By Aimee Wall

Article: http://canons.sog.unc.edu/?p=1386

This entry was posted on November 23, 2009 and is filed under Administration, Animal Control, Dangerous Animals, Rabies Control

I am often asked, what animal control services MUST local governments provide? The question may come from local officials who are in the process of evaluating their options. Perhaps money is tight and they are considering dropping some animal control services, consolidating services with another jurisdiction or otherwise streamlining animal-related functions. Or the question may come from the media or members of the public, often because they are frustrated that local officials are not responding to an animal-related issue. For example, an article on urban coyotes in Sunday's <a href="Charlotte Observer">Charlotte Observer</a> explained that despite the growing coyote population and the public's expressed concerns, "county animal control doesn't respond to coyote calls, referring residents to state officials and private contractors who trap wildlife for a fee." So, what is the answer?

The short answer is *very few*. State law *authorizes* local governments to provide quite a few animal control services but *requires* only a handful of services.

State law mandates local government action in three main areas: rabies control, animal adoption and dangerous dogs. Some of these mandates are actually new, stemming from the recently enacted legislation discussed in an earlier blog post.

#### Rabies control

State law requires that an "animal control officer" – <u>defined</u> as a city or county employee whose responsibility includes animal control – canvass the jurisdiction to determine if there are dogs, cats or ferrets not wearing rabies vaccination tags (<u>G.S. 130A-192</u>, as amended by <u>2009-327</u>). If such an animal is found, the law directs the officer to follow up with the animal's owner, if known (i.e., animal wearing a tag or microchipped). If the owner is not known, the officer is *authorized* but not *required* to impound the animal.

If the animal is impounded, additional mandates are triggered. The amendments to G.S. 130A-192 in <u>S.L. 2009-304</u> require that most impounded animals (1) be made available to the public for viewing for a minimum period of time and (2) be made available for adoption before being sold (presumably for research purposes) or euthanized. Note that the rabies law does not require every city and county to have an animal control officer that performs these functions – but the implication is that every jurisdiction will be served by one. Many municipalities, for example, rely on the county to perform this function for them while others have their own officers.

The rabies and communicable disease control laws also impose duties on local health directors to respond to reported animal bites, manage potential human exposure to rabies, and organize at least one rabies vaccination clinic per year. Local health departments often take the lead on these responsibilities but in some jurisdictions, a close partnership with local animal control officials results in some or all of this authority being delegated outside the health department (see <u>G.S. 130A-6</u>; delegation of authority).

Animal holding and adoption



While local governments are not required to have animal shelters (see <u>G.S. 153A-442</u> and <u>160A-493</u>; authorizing county and city expenditures in support of shelters), the mandates in the rabies law related to confinement of cats and dogs that bite can be read to imply that local governments who participate in rabies control functions should have an arrangement with some type of animal holding facility. Some local governments address this need by operating their own shelter while others have agreements with neighboring jurisdictions, private shelters, boarding facilities or veterinary offices.

With the passage of S.L. 2009-304, state law imposes several new sheltering-related mandates on local governments. All animals that are "taken into custody for violation of statutes or ordinances not related to rabies control" and animals surrendered to a shelter by an owner must be held for a minimum of 72 hours, subject to limited exceptions. In addition, as mentioned above, before any animal held by a shelter can be sold or put to death, it must be made available for adoption as provided in the revised law. It is important to remember that the law does not *require* that these animals be "taken into custody," but if they are the additional mandates kick in.

#### Dangerous dogs

Several basic state statutes governing dangerous dogs are found in <u>Chapter 67</u>, <u>Article 1A</u>. The statutes define some key terms and outline consequences related to actions of dangerous or potentially dangerous dogs and their owners. Many local governments have also adopted their own dangerous dog ordinances to supplement the state law (see <u>G.S. 153A-131</u> and <u>160A-187</u>; authorizing counties and cities to regulate possession or ownership of dangerous animals). The state law imposes only one express mandate on local governments and it is procedural in nature. G.S. 67-4.1(c) requires that county or municipal authorities responsible for animal control designate (1) a person or a Board to determine when a dog is potentially dangerous and (2) a separate Board to hear appeals from such designations. The law further outlines procedures that govern such determinations and appeals, but the bottom line is that the state law assumes local government officials will be playing a role in dangerous dog regulation and enforcement.

In talking with officials over the years, it seems that many of them see the rabies and dangerous dog enforcement activities as non-negotiable services because they are related to public health and safety. They seem comfortable with the notion that they need to ensure that there is some mechanism for responding to these types of concerns within their jurisdictions, regardless of resource implications. But once we step outside of these two areas, the response is often mixed. Some perceive the public demand for local government responsiveness to issues such as animal cruelty, nuisance animals, barking dogs, or exotic animals as authoritative to the point of becoming a "mandate" from the citizens rather than the state. Others conclude that the limited resources of their local government should not be allocated to these types of "optional" services. As another trying budget year faces our state, it will be interesting to see how many animal-related services are dropped by local governments and how many new initiatives are launched.

#### Links

- www.charlotteobserver.com/topstories/story/1069520.html
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter 130A/GS 130A-184.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter 130A/GS 130A-192.pdf
- www.ncleg.net/Sessions/2009/Bills/Senate/PDF/S674v7.pdf
- www.ncleg.net/Sessions/2009/Bills/Senate/PDF/S467v7.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter 130A/GS 130A-6.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter 153A/GS 153A-442.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\_160A/GS\_160A-493.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 67/Article 1A.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\_153A/GS\_153A-131.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\_160A/GS\_160A-187.pdf



Angelica K. Hall, Clerk to the Board 418 Hwy 58 North, Unit A Trenton, NC 28585 252-448-7571 Fax 252-448-1072 ahall@jonescountync.gov

## AGENDA REQUEST JONES COUNTY BOARD OF COMMISSIONERS

DATE OF MEETING: August 5, 2019

REQUEST FROM (Department, agency, etc.): Health Department

PRESENTER'S NAME AND TITLE: Wesley P. Smith, Health Director

PRESENTATION TIME NEEDED: 5 Minutes

DESCRIPTION OF AGENDA ITEM (need detailed information and funding source if applicable): G.S. 130A-39(g) authorizes the Board of Health (BOH) to impose a fee for services rendered by the Health Department, except where prohibited by statute. It further states that the fees shall be based on a plan recommended by the Health Director and approved by both the BOH and the Board of County Commissioners (BOCC), when required. At their meeting on July 23, 2019, the Board of Health authorized the Health Director to adjust certain fees according to fluctuations in the Medicaid rate and/or acquisition costs, and then report the change in fees at the next Board of Health meeting. They further recommended that the BOCC grant the same authorization to the Health Director. Such authorization would eliminate a delay in obtaining approval from both Boards, and allow the Health Department to, at a minimum, cover their costs to provide services.

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RECOMMENDED MOTION: As recommended by the Board of Health, give the same authorization to the Health Director - to adjust fees according to fluctuations in the Medicaid rate and/or acquisition cost and then provide an update at the next Board of County Commissioners meeting.

ARE THERE ANY ATTACHMENTS/BACKUP INFORMATION? (Only one copy of the attachment is needed) G.S. 130A-39 Powers and Duties of a Local Board of Health

DEADLINES ASSOCIATED WITH THIS AGENDA ITEM: No

PHONE NUMBER: 252-448-9111 ext. 3000

EMAIL ADDRESS: wsmith@jonescountync.gov

All agenda items must be received no later than noon the Monday before the meeting (one week in advance). Regularly scheduled board meetings are held the first Monday of the month at 8:30 a.m. and the third Monday of the month at 7:00 p.m. The board travels for some third Monday meetings. Please refer to the Jones County website or call Angelica K. Hall for meeting locations.

#### § 130A-39. Powers and duties of a local board of health.

- (a) A local board of health shall have the responsibility to protect and promote the public health. The board shall have the authority to adopt rules necessary for that purpose.
- (b) A local board of health may adopt a more stringent rule in an area regulated by the Commission for Public Health or the Environmental Management Commission where, in the opinion of the local board of health, a more stringent rule is required to protect the public health; otherwise, the rules of the Commission for Public Health or the rules of the Environmental Management Commission shall prevail over local board of health rules. However, a local board of health may not adopt a rule concerning the grading, operating, and permitting of food and lodging facilities as listed in Part 6 of Article 8 of this Chapter and as defined in G.S. 130A-247(1), and a local board of health may adopt rules concerning wastewater collection, treatment and disposal systems which are not designed to discharge effluent to the land surface or surface waters only in accordance with G.S. 130A-335(c).
- (c) The rules of a local board of health shall apply to all municipalities within the local board's jurisdiction.
- (d) Not less than 10 days before the adoption, amendment or repeal of any local board of health rule, the proposed rule shall be made available at the office of each county clerk within the board's jurisdiction, and a notice shall be published in a newspaper having general circulation within the area of the board's jurisdiction. The notice shall contain a statement of the substance of the proposed rule or a description of the subjects and issues involved, the proposed effective date of the rule and a statement that copies of the proposed rule are available at the local health department. A local board of health rule shall become effective upon adoption unless a later effective date is specified in the rule.
  - (e) Copies of all rules shall be filed with the secretary of the local board of health.
- (f) A local board of health may, in its rules, adopt by reference any code, standard, rule or regulation which has been adopted by any agency of this State, another state, any agency of the United States or by a generally recognized association. Copies of any material adopted by reference shall be filed with the rules.
- A local board of health may impose a fee for services to be rendered by a local health department, except where the imposition of a fee is prohibited by statute or where an employee of the local health department is performing the services as an agent of the State. Notwithstanding any other provisions of law, a local board of health may impose cost-related fees for services performed pursuant to Article 11 of this Chapter, "Wastewater Systems," for services performed pursuant to Part 10, Article 8 of this Chapter, "Public Swimming Pools", for services performed pursuant to Part 11, Article 8 of this Chapter, "Tattooing", and for services performed pursuant to G.S. 87-97. Fees shall be based upon a plan recommended by the local health director and approved by the local board of health and the appropriate county board or boards of commissioners. The fees collected under the authority of this subsection are to be deposited to the account of the local health department so that they may be expended for public health purposes in accordance with the provisions of the Local Government Budget and Fiscal Control Act. (1901, c. 245, s. 3; Rev., s. 4444; 1911, c. 62, s. 9; C.S., s. 7065; 1957, c. 1357, s. 1; 1959, c. 1024, s. 1; 1963, c. 1087; 1973, c. 476, s. 128; c. 508; 1977, c. 857, s. 2; 1981, c. 130, s. 2; c. 281; c. 949, s. 4; 1983, c. 891, s. 2; 1985, c. 175, s. 1; 1989, c. 577, s. 2; 1991 (Reg. Sess., 1992), c. 944, s. 10; 1993 (Reg. Sess., 1994), c. 670, s. 2; 1995, c. 507, s. 26.8(c); 2006-202, s. 6; 2007-182, s. 2.)

G.S. 130A-39



233 Middle St, 3<sup>rd</sup> Floor New Bern, NC 28560 (252) 638-3185 www.eccog.org



# Family Caregiver Support Program Older Americans Act, as amended, Title III-E Grants Eastern Carolina Council Area Agency on Aging

**Grant Period:** July 1, 2019 - June 30, 2020

# FUNDING APPLICATION PACKET DUE BY June 5, 2019 by 5:00 pm

Request for Proposal Applicant Eligibility: Government, Non-Profit and Faith-Based Organizations ONLY

Eastern Carolina Council Area Agency on Aging (ECCAAA) reserves the right to request additional information, references, to accept or reject any or all Proposals, to waive technicalities, to accept Proposals in whole or in part, and to award a contract(s) which, in the opinion of the grantor, best serves the older adults. Funds granted as a result of this proposal are contingent upon ECCAAA receiving sufficient funds from the Administration on Community Living and the North Carolina Division of Aging and Adult Services.



## ORGANIZATION CHECKLIST FOR FCSP REQUEST FOR PROPOSAL

Use the information on this checklist and in Appendices A to complete the Family Caregiver Support Program (FCSP) Request for Proposal (RFP). Please note that during the open RFP process Eastern Carolina Counsel Area Agency on Aging (ECCAAA) staff will be available to assist with RFP clarification, draft reviews, and questions. Mail all original required documents, including this checklist, to Eastern Carolina Council (ECC.)

. God Light . c. mark	ECSP CHECKLIST
Provider Name:	Jones County Department of Social Services
Allocation Amount Requesting:	\$3,059
	included to state the request for Family Caregiver Support Program (FCSP) fund intends to implement the Family Caregiver Support Program.
RFP package:	
Request for Proposal	and check list containing all required information and signatures.
S.M.A.R.T. Goals Na	rrative.
FCSP Budget (locate	d at: www.eccog.org/documents-resources/)
Copy of current police contributions.	ey and procedures that outline the collection and reporting of consumer
Policy and procedure and agencies billing proc	es that outline FCSP delivery of services, how clients are awarded funding, esses.
Copy of Subcontracte	or Contract or Purchase of Service Agreement (if applicable.)
documents, includin	All Community Service Organizations will complete all g this checklist, S.M.A.R.T Goals, FCSP FY 19-20 budget and C by June 5, 2019; by 5:00 p.m.
Mail to:  Eastern Carolina Co Attn: Jenny Miller, PO Box 1717	Finance Director
New Bern, NC 2856	9

#### FY 2019-2020 FAMILY CAREGIVER SUPPORT PROGRAM

Provider Information

State Fiscal Year: 2019-2020

Organization Name: Jones County Department of Social Services

Address: 418 NC HWY 58N Trenton, NC 28585

Phone Number: (252) 448-2581 Executive Director: Chris Harper

Email: charper@jonescountync.gov

Jessica Adams & Wendy Winslow Program Lead: Social Work Program Manager & Human Services Coordinator II Title:

jadams@jonescountync.gov & wwinslow@jonescountync.gov Email:

County(s) Servicing: Jones

#### GENERAL INFORMATION AND FUNDING NARRATIVE

The objectives of the Older Americans Act (OAA) to:

- 1. Help older persons secure and maintain maximum independence and dignity in the community,
- 2. Remove barriers to independence for older persons, and
- 3. Provide a continuum of care for the venerable elderly.

The National Family Caregiver Support Program (FCSP), established in 2000, provides grants to States and Territories, based on their share of the population aged 70 and over, to fund a range of supports that assist family and informal caregivers to care for their loved ones at home. The NC FCSP is funded by Title III-E of the OAA. Through the FCSP allocations Grantees assist unpaid individuals who serve as caregivers to frail elderly members and grandparents raising their grandchildren by providing services that are available for budgeting allocation that include:

- Information about available services in their community
- Assistance in connection with supportive services.
- Individual counseling, support groups, and training for caregivers to help them in making decision and solving problems related to their caregiving roles.
- Respite care in the form of in-home assistance, adult day care, or group respite to provide the caregivers with temporary relief from their caregiving duties.
- Supplemental services to assist the caregiver as needed such as incontinence supplies, nutrition supplements, minor home modifications, and assistive devices.

With funding from OAA Title III-E Family Caregiver Support Program, Eastern Carolina Council Area Agency on Aging (ECCAAA) is seeking proposals from Government, Non-Profit and Faith-Based Organizations to provide approved family caregiver support programs to caregivers in Craven, Carteret, Duplin, Lenoir, Jones, Pamlico Greene, Wayne, and Onslow Counties.

Eastern Carolina Council top priority of services for FCSP RFP proposals and funding is (see Appendix A for category codes availability under each category):

- 1. Caregiver respite services and programs (Category IV)
- 2. Supplemental services (Category V)
- 3. Caregiver Counseling, Caregiver Training, and Support Groups (Category III)
- 4. Assistance with Access (Category II)
- 5. Information (Category I)

#### FAMILY CAREGIVER SUPPORT PROGRAM CLIENT ELIGIBILITY REQUIRMENTS

Eligible Program Participants: The following specific populations of caregivers are eligible to receive FCSP service funding:

- Adult family members or other informal and <u>unpaid</u> caregivers age 18 and older providing care to individuals 60 years of age and older.
- Adult family members or other informal and <u>unpaid</u> caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders.
- Grandparents and other relatives (not birth or adoptive parents) 55 years of age and older providing care to children under the age of 18. Grandparents Raising Grandchildren. (Note: A relative caregiver is a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and (A) lives with the child; (B) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and (C) has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally)
- Grandparents and other relatives (not birth or adoptive parents) 55 years of age and older providing care to adults age 18-59 with disabilities.

#### AND

In addition to the eligibility requirements above, the Older Americans Act specifies that the caregiver receiving Respite (Category IV) or Supplemental services (Category V) must be providing care to a care recipient who meets the definition of "frail". "Frail" means that the older individual is determined to be functionally impaired because he/she:

• Is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision;

#### OR

• Due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual."

## É É CAÁA BUDGET REQUIRMENTS AND FUNDING CAPS.

- The caregiver is the client under FCSP services.
- Funds requested must support caregivers and should supplement not supplant existing programs or services.
- Services are to assist caregivers under the FCSP. All FCSP funding is per client, per fiscal year, per household.
- No more than 10% of an applicant's entire FCSP budget can be allocated for *Grandparents Raising Grandchildren (GRG) or Kinship Care*, unless written approval is obtained from ECCAAA.
- No more than 20% of an applicant's FCSP budget can be allocated for Category V, Supplemental Services, unless written approval is obtained from ECCAAA. A maximum cap of \$100 per caregiver for incontinent supplies, liquid nutritional supplements, home delivered meals, and/or congregate meal services. A maximum cap of \$400 for Home safety interventions, Handy man or yard work, Medical equipment and assistive technology devices, personal emergency response alarm systems, telephone

- reassurance, legal assistance, and transportation services. A prior written request and written approval is required for a client to receive above the ECCAAA supplemental caps.
- No more than 5% of an applicant's FCSP budget can be allocated for Category I, Information Services, unless written approval is obtained from ECCAAA. The North Carolina Family Caregiver Support Program Logo will be placed on all literature and materials funded by the FCSP in part or in whole.
- No more than 10% of an applicant's FCSP budget can be allocated for *code 833 (Support Groups)* unless prior written approval is obtained from ECCAAA.
- ECCAAA FCSP Cap is \$1,500 per client, per fiscal year, per household. A prior written request can be submitted to ECCAAA for approval and review for increased client servicing amounts; not to exceed the NCDAAS State Respite Care Cap of \$2,500 per client instructed in Administrative Letter No. DAAS 12-07.
- Any services not listed on Appendix A must have prior written approval.
- A food unit rate cap of \$6.50 per unit, per client, per event (Rate applies for: caregiver events, trainings, support groups) will be utilized for FCSP allocated events, unless prior written approval is obtained from ECCAAA.
- If outside agencies are going to be used to provide services as a Subcontractor or for a Purchase of Service, please include their names and descriptions on the Family Caregiver Support Program Budget Form. \*\*If using either a Subcontractor or Purchase of Service, please send a copy of the contract or POS agreement with the submitted RFP
- Sub-contracted Leader Fees-these are fees paid to professional certified leaders that teach an approved FCSP training. If ECCAAA staff needs to fill in for an absent instructor, a fee will apply and will be deducted from allocated amounts.

## GRANT REQUIRMENTS

- Family Caregiver Support Grant expenditures will be reviewed by ECCAAA after six months to ensure spending is on target. If results find that utilization of funds is less than 50%, ECCAAA reserves the right to reduce the original grant amount.
- Aging Resource Management System (ARMS) Requirements: All program performance and financial reports must conform to the requirements of the Division of Aging and Adult Services' automated ARMS. The Grantee will be required to participate in the automated ARMS by supplying the necessary and required input data. The Grantee will also be required to participate in appropriate training workshops by the Division of Aging and Adult Services or Area Agency on Aging. If applying Grantee does not have ARMS login assess, agency will contact ECCAAA for access and ARMS program data entry training. Failure to comply with the reporting requirements may result in either withholding of funds or possible suspension/termination of funding.
- Documentation of Expenses: Grantee shall maintain full and complete documentation of all expenses associated with performing the scope of work under this proposal. Documentation in the form of time sheets or other verification methods (prior approval required) that services were rendered and will be kept in each client file. Grantee shall maintain all financial and program records for a period of five (5) years from the date of final payment under this agreement. Grantee shall maintain records on each caregiver served including: Family Caregiver In-take Form (DAAS 101), Consumer Contributions Provider Assurance form (signed and dated) and Client/Patient Rights form (signed and dated) and a confidentiality form (signed and dated).

- Grantees will collaborate with ECCAAA and attends the Regional FCSP and Provider Agencies scheduled meetings. The Grantee reports all collaboration, partnership, activities, and recommendations to the County Planning Committee.
- Programmatic and budget change requests are to be filed in writing to ECCAAA for review and approval prior to service and budget changes, <a href="http://www.eccog.org/documents-resources/">http://www.eccog.org/documents-resources/</a>.
- Grantee will submit client waiver forms in writing to ECCAAA for review and approval prior to clients exceeding any ECCAAA FCSP caps, <a href="http://www.eccog.org/documents-resources/">http://www.eccog.org/documents-resources/</a>.
- Grantees will submit Monthly Non-Unit Reimbursement Data Forms and receipts by the 5<sup>th</sup> for the previous month of expenses to ECCAAA FCSP representative.

Monthly Non-Unit Reimbursement Data: https://www2.ncdhhs.gov/aging/arms/forms/DAAS-544.pdf

- Grantees must allow for "consumer contributions" (caregiver must be given opportunity to contribute to
  defray the cost of the service but may not be denied service should he/she fail to or choose not to
  contribute). The NC Division of Aging Home and Community Care Block Grant Service Standards for
  Consumer Contributions will be followed and a signed/dated provider assurance form must be present in
  each client file: <a href="http://www.dhhs.state.nc.us/aging/manual/consumercontributions.pdf">http://www.dhhs.state.nc.us/aging/manual/consumercontributions.pdf</a>
- Grantee will be monitored by ECCAAA FCSP program lead staff for programmatic and unit verification annually for all FCSP programs.
- If the Grantee's records show that they have negotiated/arranged for any of the service categories to be provided by a government or not-for-profit organization, it must be with a clearly defined contract and/or agreement. If the Grantee chooses to contract for any of the service categories with a for-profit agency, records must show that they have followed the reference regulation regarding bidding and awarding of federal funds, if applicable.

#### STANDARD ASSURANCES

- 1. Services will be provided in accordance with requirements set forth in:
  - Eastern Carolina Council Area Agency on Aging Procedures Manual-www.eccog.org
  - The North Carolina Division of Aging and Adult Services (NCDAAS) FCSP Standards
  - The NCDAAS Policies and Procedures.
  - The Older Americans Act of 1965.
- 2. Priority will be given to providing programs to older persons with the greatest economic or social needs, with attention to low-income minority individuals.
- 3. All licenses, permits, bonds, and insurance necessary for carrying out services will be maintained by the Community Service Provider and any contracted providers.
- 4. Certification, State Grants compliance reporting. If the contractor is a governmental entity. Such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementation Act of 1987. Non-government agencies must comply with GS 143C-6-23 as outlined in the chart below.

NON-PROFIT ONLY Required State Grants Reporting

\$1-\$24,999	\$25,000-\$499,999	\$500,000 and more
Certification Form	Certification Form	Certification Form
Brief accounting and program activities and	More detailed accounting (schedule	Audie and Schedule of Awards (usually
accomplishments.	of receipts and expenditures)	included in audit)
Due within six (6) months of entity's fiscal	Due within six (6) months of entity's	Due within nine (9) months of entity's
year to ECCAAA.	fiscal year to ECCAAA.	fiscal year to ECCAAA and Office of
		the State Auditor.
N/A	Separate program activities and	Program activities and
	accomplishments.	accomplishments.

- 5. Compliance with Equal Opportunity requirements shall be followed.
- 6. The Community Services Provider will be monitored through on-site visits by the Area Agency on Aging to assure that services are being provided in compliance with the provisions of the contract.
- 7. The Community Service Provider will submit both monthly financial and quarterly program reports as required by the Area Agency on Aging and NCDAAS.
- 8. The Community Service Provider assures that all consumer contributions collected will be used to expand Family Caregiver Support Program Services.
- The Community Services Provider assures that all terms and conditions as required by the Older Americans Act of 1965, The NCDAAS, and Eastern Carolina Council Area Agency on Aging will be adhered to.

#### S.M.A.R.T GOAL AND BUDGET INSTRUCTIONS

- Goal Narrative should be a concise summary describing the components of the FCSP and Grantees intent
  of services to provide during the FY 2019-2020.
- Grantees will describe how they intend to provide services to **new** caregivers throughout their area and intent to assist clients with long term resource transitioning. Grantee will demonstrate utilization of services that are to supplement not supplant existing programs or services.
- S.M.A.R.T Goals should include <u>strategies</u> used to identify and serve <u>target populations</u>. Be <u>measurable</u> It should include <u>objectives</u> and <u>action steps</u> to achieve the goals. Objectives must address eligibility criteria as well as address priority of services for older caregivers (60+) with greatest social and economic need (with particular attention to low-income, minority, and rural.)
- S.M.A.R.T Goals should demonstrate the continuation of the scope of services from previous year(s), summarize results, address short-term and long-term goals, and include any new initiatives. Each funded service category (I, II, III, IV and V) should have individual S.M.A.R.T. goal narratives.
- Please include an explanation of staffing positions included in the budget, as well as, the <u>estimated number</u> of caregivers and audience size to be served for each funded category.
- Budget: Unit rates are needed for unit-based services; please indicate number of estimated clients to be served. \*\*Note: Without a unit rate or client numbers, the FCSP Budget cannot be processed.
- Budget: If Grantee will be utilizing funding to cover administrative cost for salary for training classes or services, Grantee will need to budget for all required trainers' salaries unless otherwise stated.

#### FCSP RFP SELECTION CRITERIA

ECAAA will fund FCSP programs based on the federal and state budget allocation to the region for the 2019-2020 fiscal year. All allocations are contingent upon availability of funds and legislative priorities.

Grantees may decide which program(s) to offer. However, if more than one RFP is submitted for a county, ECCAAA's top priority of services for FCSP funding is:

- 1. Caregiver respite services and programs (Category IV)
- 2. Supplemental services (Category V)
- 3. Caregiver Counseling, Caregiver Training, and Support Groups (Category III)
- 4. Assistance with Access (Category II)
- 5. Information (Category I)

ECC will review each completed, on-time proposal, and multiple criteria will be considered when determining agencies approved RFP. Agency capacity, prior performance, completeness, and clarity of application, innovation/creativity, will be considered. Based on the number of agencies applying, there is a possibility that an agency will not receive approval for requested funding or full requested allocation amounts. If this occurs, ECC will ask those Grantees to submit a revised budget sheet to match their awarded allocation amounts. Grant award notification letters will specify state how much each grant award will be and which program codes have been approved for reimbursement eligibility.

ECC RFP review board will include ECC Director, ECC Finance Director, ECC Planning Department Staff, AAA Director, and Program Managers.

Selection criteria will include, but is not limited to:

- 1. Reasonableness of budgets for programs and activities proposed;
- 2. Demonstrated capacity, history, and performance on previous FCSP grants executed with ECCAAA; and
- 3. Other applications received proposing to serve similar geographic areas or targeted populations.

### REGIONAL REP ALLOCATIONS

#### FY 2019-2020 Available Funding for Title III-E FCSP

County	Total Grant
Carteret	\$16,539
Craven	\$18,390
Duplin	\$16,069
Greene	\$8,524
Jones	\$7,059
Lenoir	\$16,379
Onslow	\$21,002
Pamlico	\$7,847
Wayne	\$23,192

#### SIGNATURE PAGE

I have read and agree to abide by the specifications that apply to my Proposal. I understand that funds made available through the Older Americans Act, as amended, under the National Family Caregiver Support Act shall supplement, not supplant any Federal, State, or local funds expended by a State or unit of local government. I certify that our agency will comply with all of the rules and regulations of the National Family Caregiver Support Program and eligibility requirements for clients being served. https://aoa.acl.gov/AOA\_programs/HCLTC/Caregiver

COMPLETED COPY OF PROPOSAL WITH ORIGINAL SIGNATURES IS DUE TO EASTERN CAROLINA COUNCIL AREA AGENCY ON AGING BY 5:00 PM ON MAY 14, 2018 (NO EMAIL OR FAXED PROPOSALS WILL BE ACCEPTED)

Agency Director Signature

Date

7-22-19

## S.M.A.R.T Goals- Specific, Measurable, Attainable, Realistic, Time-bound

1. Identify the services you propose to offer by your agency this fiscal year. What are the expected outcomes of your agencies program(s) with the utilization of the funds for caregivers in the county your agency serves?

The Citizens of Jones County are still on the road to recovery after Hurricane Florence devastated our community in 2018. As such, we are requesting to utilize grant funds to offer Supplemental Services under Category V. Expected outcomes from using the expenses in such a way is to reduce the overall burden of Eligible Program Participants and help their overall recovery after such a devasting event to the community.

2. What service codes do you propose to offer this fiscal year and why? How will the funding be utilized in an appropriate time?

Jones County Department of Social Services, as the supervisory agency of the Jones County Senior Center, proposes to offer the following service codes: 853 (Handy Man or Yard Work), 859 (Liquid Nutrtion Supplements), and 857 (Incontinence Supplies). We believe that the proposed items will give the best benefit to Eligible Participants in the Community. We shall ensure funding will be utilized on a appropriate timetable on a needs basis by utilizing our trained and experienced staff.

3. What are your expected goals, short-term and long-term to meet the needs of caregivers in the stated coverage area? Targeted outcomes (i.e.: new caregivers?)

The expected short-term goals shall be to aid individuals who can be defined as Eligible Participants in this program with needed assistance that supplements othe recovery efforts than have been provided within the community. The Long-Term goals of receiving this funding source and participating in this program shall be to transition from the immediate needs of the citizens from Jones County to providing a combination of both Category IV and Category V services in future fiscal years.

4. How do you plan to work with other providers or long-term program transitions for FCSP clients to ensure "temporary" funding assistance under the FCSP and that funds do not duplicate services/supplant?

Jones County Department of Social Services shall utilize our close relationship with Coastal Community Action to ensure that services rendered to individuals under this program do not duplicate services. We shall also utilize our relationship with Coastal Community Action to ensure that caps for certain programs offered under the FCSP shall not exceed established guidelines. JCDSS will ensure that services rendered shall not supplant or duplicate other assistance offered through programs administrered by our agency under different funding sources.

5. How does your agency plan to target the Priority Populations and how will you measure your results?

Jones County Department of Social Services shall target Priority Populations through utilizing Senior Services and Adult Protective Services staff to make referrals to the FCSP Program Coordinator, who shall determine if programs offered with the support of FCSP are warranted in a given situation. We shall track the results of this program by monitoring the amount of clients served, and the services rendered to individual clients.

Document updated by ECCAAA: 4/5/2019, rev. 5/9/19 (smart goals added)

**ODES** 

Category I	811	Community and program planning, development, and administration	814	Program promotion (e.g. public service announcements,
Information (No more than 5% of Budget)	812	Informational/educational programs, organization, participation in community events		advertisements, printing, distribution of marketing materials) Public Information (e.g. printing and distribution of publications, radio, television, and newspaper stories)
Category II	821	Community and program planning, development, and administration	823	Care management (assessment, care planning & coordination, case assistance, options counseling)
Assistance with Access	822	Information and assistance- unregistered	824	Develop caregiver emergency plan (e.g. hospitalization plan and back-up respite service)
Category III Counseling,	831	Community and program planning, development, organization, and administration	834	Workplace caregiver support (e.g. coordination with employer-sponsored caregiver assistance programs)
Training, and Support	832	Caregiver counseling (e.g. end of life and grief)	835	Caregiver training programs (e.g. PTC)
Groups	833	Support groups (e.g. caregiver, widow, peer, disease specific, and grief)	836	Other as approved by DAAS

Cotogory IV	841	Community and program administration (e.g. contract negotiation, reporting, reimbursement, accounting, and monitoring)	846	Institutional Respite (e.g. nursing home or assisted living facility)
Category IV Respite	842	In-home respite (e.g. personal care, homemaker assistance, and home chore)	847	Grandparent Raising Grandchildren- Day Respite
	843	Community respite (e.g. adult day center or group respite center)	848	Grandparent Raising Grandchildren- Hourly Respite
	844	Caregiver Directed Vouchers	849	Other Respite, as approved by DAAS
	851	Community and program administration (e.g. contract negotiation, reporting, reimbursement, accounting, and monitoring)	858	Telephone assurance
. Category V	852	Home safety interventions/evaluations	859	Liquid nutrition supplements
Supplemental	853	Handy man or yard work	860	Home delivery meals (temporary)
Services (No more than 20% of	854	Medical Equipment and assistive technology devices/services (not covered by insurance)	861	Legal assistance
Budget)	855	Home modifications/accessibility (e.g. grab bars or ramps)	862	Other as approved by DAAS
	856	Personal emergency response alarm system	863	Transportation
	857	Incontinence supplies	864	Congregate Meals



FCSP Budget Form Page 2 of 2 (FCSP Fundi	ng Only	y)							
Jones County Department of Social Services						Estimated			
Jones County			X			Clients			
		Staff	Fringe	Travel	Operation	Served	Unit Rate	Total	%
Family Information CAT. I-Budget Max is 20%					<del>,</del>	<del>,</del>	12000000	· · · · · · · · · · · · · · · · · · ·	
Community/Program Planning	811					·	1000000000	0	0.00%
Info./Education Pro./Comm Evts.	812		<u> </u>		ļ <u> </u>		THININITH IN	0 "	0.00%
Program Promotion & Public Information	814	<u></u>					<i>Innimiti</i>	0	0.00%
		\$0	\$0	\$0	\$0	0	العججج	ŞO	0.00%
Family Access CAT. II	820		<del></del>	<del>,</del>	<del>}- `</del>	<u> </u>	Tomicanii	<del></del>	0.000
Community/Program Planning	821						31111111111111	0	0.00%
Information & Assistance	822				<b>-</b>		10011111111111	0	
Care Management	823			ļ			101101111111	0	0.00%
Develop Caregiver Emergency Plan	824						THUMANI.	0	
	221	\$0	\$0	\$0	\$0	0_	الججب	\$0	0 00%
Family Counseling/Support Groups CAT. III			<del></del>	<u>,''.</u>	<del>' </del>	<del>}</del>	1 manipum		- 1 A A A A A A A A A A A A A A A A A A
Community/Program Planning	831		<u> </u>	<del> </del>	<del> </del> -	<del> </del>	:11111111111111111111111111111111111111	0	0.00%
Caregiver Counseling	832		<u> </u>	<del> </del>	<del> </del>	<del> </del>		0	0.009
Support groups	833	<u> </u>	ļ	<del></del>	<del> </del>	<u> </u>	7//////////////////////////////////////	o	0.00%
Workplace Caregiver Support	834			ļ	<del> </del>		***************************************	0	0.009
Caregiver Training Programs		Law 10 MA, #5,620 .	<u> ' : é.</u>				111111111111111111111111111111111111111	∷ <u>. 0</u>	0.009
Other as approved by DAAS	836							0	0.00%
<u> </u>		\$0	\$0	\$0	\$0	0		\$0	0,00%
Family Respite Care CAT. IV	840.		`	17 - 14	و بريامايي و		·		<u> </u>
Community/Program Admin	841						MINIMUM.	0	0.00%
In-Home Respite	842	<u> </u>	<u> </u>				<u> </u>	0	0.00%
Community Respite	843		<u> </u>			ļ		0	0.009
Caregiver Directed Vouchers	844	<u> </u>			1			0	0.009
Institutional Respite	846			<u> </u>	<u> </u>		1	0	0.00%
GRG Day Respite	. 847				<u> </u>			- 0-	0.009
GRG Hourly Respite	1. 848	<u> </u>		<u> </u>	<u> </u>			0	, 0.00%
Other Respite as approved by DAAS	849							0	0.009
1		\$0	\$0	\$0	\$0	0	`	\$0'	0,00%
Family Supplemental Services CAT. V-			,	7 1	er -	j.			
Budget Max is 20% of budget	850		, , , , ,		Ja. 10. e 15 . e	ļ:, <u>.</u> .		مو درد ایما	Auri Tree Page
Community/Program Admin	851						THIRITINIAN,	0	0.009
Home safety	852				1			0	0.009
Handyman or Yard Work	853	<u> </u>	ļ		1,859	13	143.0000	1,859	60.779
Medical Equipment & Assistive Technology	854						1	0	0.009
Home Modifications/Accessibility	855			<u> </u>	<u> </u>			0	0.009
Personal Emergency Alarm Systems	856		ļ					0	0.009
Incontinence Supplies	857			<del> </del>	600	6	100.0000	600	19.619
Telephone Reassurance	858			<b>_</b>	<del> </del>		1.00.00=	0	0.009
Liquid Nutritional Supplements	859			<u> </u>	600	6	100.0000	600	19.619
Home Delivered Meals	860			<b></b>	<del> </del>			0	0.00
	861	I	<u> </u>	<u> </u>	-	ļ		0	0.00
Legal Assistance									0.00
Other as approved by DAAS	862			<b>}</b>	ļ	<b>-</b>		0	
Other as approved by DAAS Transportation	862 863							0	0.009
Other as approved by DAAS	862							0	0.009
Other as approved by DAAS Transportation	862 863		\$0 ,\$0	\$0	\$3,059	25 25.	12/ 1h	0	0.00% 0.00% 100.00%

### EASTERN CAROLINA COUNCIL OF GOVERNMENT CONTRACT FOR AGING SERVICES PROVIDED THROUGH THE OLDER AMERICANS ACT AND STATE APPROPRIATED FUNDS FROM THE NORTH CAROLINA DIVISION OF AGING

#### **Contract Amendment**

#### **SECTION I**

Agency: Jones County Department of Social Services

Program: Family Caregiver Support Program

Effective Period of the Contract: July 1, 2019 – June 30, 2020

This Contract Amendment amends the contract between Eastern Carolina Council (ECC) and Jones County Department of Social Services (referred to collectively as the "Parties"). As provided for under the terms of the contract, the Parties agree to amend the provision(s) indicated in Section II below.

#### **SECTION II**

Family Caregiver Support Program: Handyman/yard cleanup services, liquid nutrition, and incontinence supplies for individuals who meet the eligible criteria for funding.

Budget

Budget Category	Family Caregiver Support Program
Personnel	
Fringe Benefits	
Travel	
Supplies/Materials	\$1200
Contractor Fees	\$1859
Operating Expense	
Other	
Leader Training	
Participant Recruitment	
Total Expenses (including match)	\$3059

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#### **SECTION III**

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective July 1, 2019.

Contractor),	
ast-	7-25-19
Signature	Date
Chris Harner	Director
Printed Name	Title
Signature of Finance Officer	Date
Printed Name	Title
Eastern Carolina Council	
Signature	Date
Katie S, Bordeaux	ECC Executive Director
Printed Name	Title
Signature	Date
David Rosado	Area Agency on Aging Director
Printed Name	Title
This agreement has been preaudited in the manner	required by the Local Government Budget and Fiscal Control Act.
Signature of ECC Finance Director	Date
Printed Name	

EXHIBIT D

#### STATE OF NORTH CAROLINA

## NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT

#### **AND**

#### **JONES COUNTY**

## GRANT AGREEMENT (HURRICANE FLORENCE RECOVERY)

Agreement No.: DRA\_FLO\_13624-H

Agreement Amount: \$1,100,000

DPS Fund Code No.: TBD
OSBM Cost Center Nos.: TBD

Agreement Performance Period of Performance: August 19, 2019-December 31, 2021

This agreement made on this the 19<sup>th</sup> day of August 2019, by and between JONES COUNTY ("County") and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY'S DIVISION OF EMERGENCY MANAGEMENT ("NCEM"), through its program management partner the NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT—DISASTER RECOVERY SECTION ("OSBM-DR"), for Florence Disaster Recovery Act ("DRA") of 2018 (S.L. 2018-136) grant assistance (hereinafter the "Agreement"). The intent of this Agreement is to: provide greater flexibility in expediting and completing projects identified by the County to benefit its residents meeting the eligibility requirements below; provide temporary housing for homeowners during construction, repair or replacement of their homes; replacement of lost housing units in the County; reduce the administrative burden on the County in managing the projects and complying with the requirements of the grant; and to make available OSBM-DR technical, management, planning and construction contract administration assistance to the County and any of its contractors in completing Hurricane Florence related housing recovery projects.

#### WITNESSETH:

WHEREAS, Governor Roy Cooper issued Executive Order No. 51 on September 7, 2018, which declared a State of Emergency as defined in N.C. Gen. Stat. § 166A-19.3(19) for the entire State of North Carolina (the "State"), to provide for the health, safety, and welfare of residents and visitors in the path of Hurricane Florence;

WHEREAS, on or about September 14, 2018, the President of the United States, Donald J. Trump, declared that a major disaster existed in North Carolina and ordered federal aid to supplement State. Tribal, and local recovery efforts in the areas affected by Hurricane Florence beginning on September 7, 2018, more specifically identified in FEMA-4393-DR (North Carolina Disaster Declaration);

WHEREAS, the County was one of the Counties included in the Hurricane Florence federal disaster declaration, because many public buildings and homes, businesses, buildings, facilities, and personal property owned or rented by residents in the County were destroyed or damaged by winds and/or floodwaters associated with Hurricane Florence (hereinafter collectively referred to as the "storm survivors"); and

WHEREAS, the North Carolina General Assembly passed the 2018 Hurricane Florence Disaster Recovery Act (S.L. 2018-136) requiring the executive branch to develop, implement and fund disaster assistance programs to meet the housing recovery and support needs of individuals in the Counties impacted by Hurricane Florence ("HF-DRA18");

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and OSBM-DR agree as follows:

- I. SCOPE OF SERVICES: Pursuant to HF-DRA18, the County may use Agreement grants funds for the following housing-related activities:
  - a) Repair or rehabilitation of owner-occupied housing.
  - b) Housing elevation, buyout and acquisition activities that can mitigate future flood damage, and mitigation reconstruction for homes who have not received an active award through the FEMA Hazard Mitigation Grant Program.
  - c) State Acquisition Relocation funds, which enable homeowners to purchase homes outside the floodplain primarily in the County.
  - d) Flood insurance subsidies.
  - e) Temporary housing, rental, storage and/or moving assistance that may be needed by storm victims during the reconstruction, rehabilitation and/or replacement of their homes and, in which, the victims received no or limited assistance from FEMA or non-profit organization for such assistance.
  - f) The grant further allows the County to purchase travel trailers for a cost not to exceed \$100,000 for to meet the temporary housing needs of the County's residents with priority given (1) residents whose homes will be repaired, replaced or reconstructed under this grant; (2) residents currently occupying FEMA travel trailers deployed to the homeowner's property after Hurricane Florence that will have to be returned to FEMA before April 30, 2020; (3) residents displaced from their homes during their participation in any other state or federal disaster recovery program for Hurricane Matthew, Hurricane Florence, or any other declared disaster. The County may retain ownership of the travel trailers for use in future disasters.
  - g) Project delivery and grant administration. The County may set aside 10% of the grant award for project management, engineering, construction management, appraisals, title opinions, legal fees for closing acquisitions, applicant screening and related administrative or project delivery costs. The County can choose to utilize internal staff or secure external contractors or consultants who have expertise in disaster recovery housing assistance.

## II. APPLICANT ELIGIBILITY REQUIREMENTS

The County shall use the uniform homeowner application form and guidance provided by OSBM-DR in determining the eligibility of applicants for the projects implemented under this grant. Low to moderate income requirements only apply to the scope of service activities described above and as further addressed in the State DRA Eligibility Criteria Table below. For all other activities that have no LMI requirement, households may be eligible for assistance if the household income does not exceed \$84,300 for a single or multi-person household in the following table:

Income Eligibility R	equirements Table
Number of household family members or full-time occupants that exceed 18 years of age:	Annual Income can be no greater than
Single occupant household	\$84,300
Two or more-person household.	\$84,300

The disaster recovery program set up by the County under this grant shall prioritize or give preference to households that have unmet housing needs and where the continued occupancy of their homes create: threats to life safety; the occupants will continue to live in unsafe or unsanitary conditions; and/or the occupants will continue to be exposed to health hazards that have not been properly abated. The County may also set up programs to expedite the recovery from other unmet housing needs.

STATE HF-DRA 2018 ELIGIBILITY CRITERIA  (* Denotes a limitation that may be exceed if County obtains prior approval from OSBM-DR)  SL 2018-136 Provisions  Property Eligibility Criteria  Household Eligibility Criteria				
For repair or reconstruction of owner-occupied low- to moderate-income housing.	A. Criteria for Single-Family Home Repairs (Rehabilitation): Damage total should be less than 51% of home's pre-disaster market or tax value for the home to be eligible for rehabilitation.* The grant amount for a rehabilitation project, per household, may not exceed \$85,000.	Household Eligibility Criteria i.		
	B. Criteria for Single-Family Home Repairs (Reconstruction): Damages should be equal to or over 51% of home's pre-disaster market or tax value for the home to be eligible for reconstruction. The grant amount for a reconstruction project may not exceed \$127 per square foot* or may not exceed a total cost of \$170,000.*			

<sup>&</sup>lt;sup>1</sup> The AMI calculation was based on the Johnston County's AMI calculations, because it was the county in the Hurricane Florence declared disaster area with the highest AMI.

## STATE HF-DRA 2018 ELIGIBILITY CRITERIA (continued)

SL 2018-136 Provisions	Dropout, Eligible, C. V.	
1. For repair or reconstruction	Property Eligibility Criteria	Household Eligibility Criteria
of owner-occupied low- to	C. Reimbursement Criteria for Single-Family Home Repairs: Out-of-pocket expenses	ii. CDBG-DR denial letter; or,
moderate-income housing.	incurred within three years of October 8.	iii. DRA application dated and signed before
moderate meetile nousing.	2016, to clean and repair their homes prior	
	to applying to the Homeowner Recovery	the State of North Carolina has started the process for receiving and reviewing
	Program. Must have receipts that are	CDBG-DR applications' or
	verified by inspections and program staff	CDBG-DR applications of
	and that exceed funding provided by	iv. OSBM-DR or it is deleted assignee has
	FEMA, SBA, private insurance, or other	provided a written exception based on the
	charitable organizations. Reimbursement	applicant families current housing
	grants may not exceed \$30,000.*	condition presents a serious and imminent
		danger to the occupants' public health and
	D. Reimbursement Criteria for Manufactured	safety
	Home Repairs: Damages should be equal	
	to or less than 50% of its pre-disaster	v. 2018 family income must fall within the
	market or tax value. The manufactured	applicable LMI income limits as noted
	home must have a minimum unmet need of	above.
	at least \$1,000. Reimbursement grants may not exceed \$30,000.*	00014001 4 1 4
	may not exceed \$50,000.	OSBM-DR has the discretion to waive
	E. Repair Criteria for Manufactured Home	any eligibility requirements in cases where continued occupancy of the
	(Rehabilitation): Damages should be equal	home: creates a threat to life safety;
	to or less than 50% of its pre-disaster	occupants will be living in unsafe or
	market or tax value.* The manufactured	unsanitary conditions, and/or the
	home must have a minimum unmet need of	occupants will be exposed to health
	at least \$1,000. Through inspection it must	hazards that have not been properly
	be determined that after repairs, the home	abated.
	must be decent, safe, and sanitary. Repair	
	grants may not exceed \$90 per square foot	
	or must not exceed a total of \$37,500.*	
	E Deplement of Manufact 133	
	F. Replacement of Manufactured Home: Damages should be over 50% of the	
	market or tax value.* The replacement	
	costs for a manufactured home shall not	
	exceed \$65,000* for a single-wide unit and	
	\$90,000 for a double-wide unit.	
	Replacement grants may not exceed \$90.00	
	per square foot in replacement costs.*	
	<del>-</del>	

# STATE HF-DRA 2018 ELIGIBILITY CRITERIA (continued)

SL 2018-136 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
To repair or reconstruction of owner-occupied low- to moderate-income housing.  1. For repair or reconstruction of owner-occupied low- to moderate-income housing.	G. Elevations: The damage to the home must be equal to or exceed 50% of the home's pre-disaster market or tax value and reconstruction (or major rehabilitation in cases where homeowner does not elect reconstruction and repair costs do not exceed the cost to reconstruct the home) may include engineering and construction costs to elevate the home or manufactured home to at least two (2) feet above Base Flood Elevations (BFE) or the minimum elevation requirement defined and required by the County, whichever imposes the highest elevation. Notwithstanding the floodplain mapping for the County and any State or County elevation requirement, the home should be elevated at least two (2) feet above the highest flood level experienced at the home during Hurricane Matthew, Hurricane Florence and/or other recent flood event, which must also exceed the State or County minimum elevation requirement. OSBM-DR and/or County reserve the right to offer to the homeowner the option to buyout the property, if the elevations cost will significant exceed the value of the home.  A probable cost estimate for the elevation must be prepared by a licensed engineer, licensed general contractor, licensed elevation subcontractor, or such other business or individual experienced in construction estimating. The County must share the cost estimate with OSBM-DR prepares the cost estimate for an elevation, OSBM-DR will share the cost estimate with the County.	Household Eligibility Criteria
	prepared by a licensed engineer, licensed general contractor, licensed elevation subcontractor, or such other business or individual experienced in construction estimating. The County must share the cost estimate with OSBM-DR before final approval.* If OSBM-DR prepares the cost estimate for an elevation, OSBM-DR will share the cost	
	Before procuring a contractor to rehabilitate and elevate an existing home, the County must obtain a written opinion or assessment as to the proposed elevation of the home by a NC licensed engineer or an NC licensed contractor specializing in building elevations, which takes into consideration the condition of the property, structural members, proposed means and methods for elevating the structure, risks of additional damage, and safety during the elevation of the home.	

## STATE HF-DRA 2018 ELIGIBILITY CRITERIA (continued)

SL 2018-136 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
2. To be used for housing elevation, acquisition, and mitigation reconstruction.	Elevation Criteria (Single Family): Same criteria as DRA Activity 1.G  Acquisition Criteria (Single Family): Any buyout or "acquisition" home must be located in a flood-prone area, elevation is not a feasible option for the property, and/or the acquisition of the structure would minimize flood risks or support storm water mitigation.  Criteria for Single-Family Mitigation Reconstruction: Same criteria as DRA Activities 1.B (single-family homes) and 1.F (manufactured homes).	<ul> <li>i. FEMA, NCEM, or County denial letter or written documentation that outlines reasoning that the applicant is not eligible for FEMA HMGP assistance.</li> <li>or</li> <li>Documentation that the homeowner missed the FEMA HMGP application deadline.</li> <li>ii. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies.</li> <li>The maximum fair market appraised value of homes considered for acquisition may not exceed \$276,000 household and property.</li> </ul>
3. To provide State Acquisition Relocation Funds ("SARF"), which enable low- to moderate- income homeowners to purchase homes outside the special flood hazard area.	Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs.  The replacement home must be located within the County in order for homeowner to receive the maximum SARF assistance, unless an urgent or pressing need exists to waive this requirement. The replacement home must be determined to be decent, safe, and sanitary.	DRA 17 funds may only be used to assist LMI households as described in the Income Eligibility Requirements Table above.

<sup>\*\*</sup>General Note: Any exception to any of the eligibility limitation or cost limitation will be handled on a case-by-case basis by OSBM-DR and must be supported by any of the following: an urgent and pressing need; an emergency that threatens the life, safety or health of the occupants of a home; all the bids from a competitive solicitation exceeded the applicable cost limitation or lack of competition; increased financial burden or hardship to homeowner(s) (e.g., increased tax burden if home is reconstructed instead of rehabilitated); accessibility (ADA) construction needs, issues or requirements; lack of temporary housing in the area; or such other circumstances, events, issues or needs that may require an exception to any eligibility limitation. With respect to the unit costs and not to exceed levels, OSBM reserves the right to notify the county of allowed increases to these unit costs, as the market for construction related goods and services incurs increases in costs associated with inflation or market-based increases in pricing.

- III. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:
  - a) <u>Limited Activities</u>: No funds provided under this Agreement may be used for activities that are not listed in Section II above.
  - b) <u>Proposal Submission</u>: County is required to submit a plan or proposal to OSBM-DR for the proposed projects and/or households consistent with the terms of this grant. After OSBM-DR approval of County's plan or proposal, OSBM-DR may request copies of County's contracts, invoices and/or records of payments for any of County's contractors providing services and construction for County under this grant.
    - The County must submit amended plan or proposal for the use of funds, which must be approved by OBSM-DR before the County begins work on the new activity or new project and/or before it seeks reimbursement for any costs associated with the new activity or project under this Agreement. The amended plan or proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.
  - c) Eligibility Limitations: In determining homeowner eligibility, the County will provide OSBM-DR with a critical needs listing of the most pressing homeowner hardship cases that are in need of immediate housing recovery services. These critical needs cases should focus on the elderly, disabled, lower income, potential failures of current dwellings, and related public health, safety and welfare considerations. OSBM-DR and the County will prioritize the use of grant funds to assist homeowners facing exigent conditions in a home that risk the life safety, health, and well-being of the home occupants. OSBM-DR working in collaboration with the County, will also undertake reasonable best efforts to ensure potential federal housing recovery sources are provided due consideration, and/or that OSBM-DR or the County will administer this grant program in a manner that may support federal housing program reimbursements of state DRA disbursements. Should the administration of these state DRA funds, to the extent practicable, create a material conflict with a homeowner's eligibility for funding under other federal disaster recovery programs, the County or OSBM-DR must document the exigent circumstances that warrant immediate support and utilization of state DRA funding supported by this Agreement. An example of material best efforts to prioritize federal funding recover support include but are not limited to: an analysis or status assessment of the homeowner's eligibility for Community Development Block Grant Disaster Recovery Program (CDBG-DR) housing recovery assistance and/or likely eligibility for FEMA HMGP assistance).
  - d) 100-Year Floodplain Limitations: No funds provided under this Agreement may be expended for the construction of any new residence within the 100-year floodplain

unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, "100-year floodplain" means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance Rate Map prepared by the Federal Emergency Management Agency under the National Flood Insurance Program.

- e) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner's housing assistance pursuant to this Agreement shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions ("Covenant") that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this Agreement shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this Agreement. Such homeowners must be notified of this requirement when receiving assistance through this Agreement. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.
- f) Floodplain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides OSBM-DR with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance—at grant closing for reimbursements or at project closeout for repairs, reconstructions, and replacements—for a period not to exceed two years. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- g) <u>Insurance Subrogation</u>: If a person's home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person's rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. NCEM and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- h) Property Type Limitations: Only the following types of real property may be rehabilitated under this Agreement: wood-frame built homes, manufactured homes, and modular housing. Although rehabilitation is the primary objective for funding, if the County determines that rehabilitation is not feasible, then complete reconstruction or demolition and relocation are acceptable options. If a home is within a 100-year floodplain, 500-year floodplain, or experienced flooding in the

floor of occupied living space if the home was outside either of the two foregoing floodplains, the County and/or OSBM-DR reserve the right to offer the homeowner a buyout of the property in lieu of reconstruction, rehabilitation or elevation, especially when the costs of the proposed housing assistance greatly exceed the value of the subject home and/or replacement of affordable housing in the County is not a priority unmet need for the County.

i) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size, construction and function (e.g., manufactured home for manufactured home, modular home for modular home, wood-frame construction for wood-frame construction, etc.). Repairs, reconstruction, and replacement shall be substantially similar in scope, size, and function to the original damaged property. Notwithstanding the foregoing, the County and OSBM-DR have the flexibility and discretion to work with homeowners to provide a reconstruction or replacement that best serves the needs of the homeowner and/or the DRA/HM program subject to the eligibility criteria and limitations above.

The County and/or OSBM-DR may offer different reconstruction or rehabilitation options to homeowners to: address exigent conditions in a home that threaten life safety, health, and well-being of the occupants; financial hardship of the homeowner; or such other unmet need of the County related to the replacement of housing within the County on a case-by-case basis. Subject to availability and construction/production scheduling, the County and/or OSBM-DR may provide eligible homeowners an option to select: a modular home to replace wood-frame constructed home; select a home plan that is smaller size or different room configuration than the home being reconstructed; or select a manufactured home in lieu of wood-frame or modular construction; or other alternative that the homeowner may agree to.

- j) <u>Acquisition Buyout Deed Restrictions</u>: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict future use, in perpetuity to: open space; parks; recreation; and/or floodplain or wetlands management. If the County takes ownership of the land, the deed restrictions still apply.
- k) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM/OSBM-DR for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by other federal Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.
- IV. COMPENSATION: NCEM/OSBM-DR will provide the County \$1,100,000 under this Agreement. The entirety of the Agreement amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some

or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period. A final report documenting the use of or obligation of all funds under this Agreement must be submitted to OSBM-DR no later than <u>August 31, 2021</u>. If the term of the Agreement is extended, the County's reporting requirements shall likewise be extended.

Any funds not expended by <u>December 31, 2021</u> are subject to the claw-back provisions of Paragraph VI below.

V. REIMBURSEMENT: All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following program manager for the NCEM:

North Carolina Office of State Budget and Management - Disaster Recovery Section Office of State Budget and Management 430 N. Salisbury Street, Room 2028 MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603

The County must include an original, signed copy of each cost report.

- VI. CLAW-BACK: NCEM or OSBM-DR reserves the right to recover grant funds or deobligate any remaining grant funds after this Agreement's expiration date or before the
  expiration date of this Agreement, should the County be found in noncompliance with
  any material term of this Agreement; an audit finding discloses an improper use of grant
  funds; or it becomes apparent that the County will not be able to expend the funds prior
  to the expiration date of this Agreement. OBSM-DR will provide the County with
  reasonable notice of any deficiency, audit finding, or noncompliance issue and OSBMDR will make every effort to work with the County to resolve the issue informally before
  seeking a claw-back under this provision.
- VII. REGULATION: The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VIII. TAXES: The County shall be responsible for all taxes.
- IX. WARRANTY: The County will hold NCEM and OSBM-DR harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This

Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

X. POINTS OF CONTACT: To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this Agreement.

For the	OSBM
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie Alsay, Business Officer	Stephanie Alsay, Business Officer
Office of State Budget and Management	Office of State Budget and Management
430 N. Salisbury Street	430 N. Salisbury Street
MSC 20320 – Raleigh, NC 27699-0320	MSC 20320 – Raleigh, NC 27699-0320
Raleigh, NC 27603	Raleigh, NC 27603
Direct: 919-807-4672	Direct: 919-807-4672
Email: <u>stephanie.alsay@osbm.nc.gov</u>	Email: stephanie.alsay@osbm.nc.gov

For the	e COUNTY					
IF DELIVERED BY US POSTAL	IF DELIVERED BY ANY OTHER					
SERVICE	MEANS					
Franky Howard County Manager 418 Hwy 58 N., Unit A Trenton, North Carolina 28585	Franky Howard County Manager 418 Hwy 58 N., Unit A Trenton, North Carolina 28585					
Phone: 252-448-7571 Email: fhoward@jonescountync.gov	Phone: 252-448-7571 Email: fhoward@jonescountync.gov					
w/ copy to: Brenda Reece Finance Officer 418 Hwy 58 N., Unit A Trenton, North Carolina 28585 Phone: 252-448-5111 Email: breece@jonescountync.gov	w/ copy to: Brenda Reece Finance Officer 418 Hwy 58 N., Unit A Trenton, North Carolina 28585 Phone: 252-448-5111 Email: breece@jonescountync.gov					

- XI. PUBLIC RECORD ACCESS: This Agreement is be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- AUDITING & ACCESS TO PERSONS AND RECORDS: In accordance with N.C. XII. Gen. Stat. § 147-64.7, the staff from the North Carolina Office of State Auditor, DPS, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM and/or OSBM-DR, or associated state parties and affected homeowners.

The County shall store and maintain the original files related to this Agreement and accounting records for the grant funds pursuant to the County's document retention policies or six years from the closeout of the last DRA or HM project, whichever is later.

- XIII. SITUS: This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIV. ANTITRUST LAWS: This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XV. OTHER PROVISIONS/SEVERABILITY: Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. COMPLIANCE: The County shall be wholly responsible for financing to be made under this Agreement and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement. Recipient is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control act, including but not limited to all budgeting and pre-audit requirements.
- **XVII. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of OSBM-DR and the County Manager. Notwithstanding the

foregoing, the formal modification of this Agreement shall not be required for the following: changes in grant funding; changes in grant monitoring and compliance; changes in the scope of work for any projects; changes in the type of recovery for a project (e.g., rehabilitation to reconstruction, etc.); changes in the number of projects; changes in auditing requirements; and/or such other matters that County and OSBM-DR may agree to during the term of this grant. OSBM-DR will give advance notice of all changes to the County, and any change that may reduce the amount of the grant to the County shall be subject to agreement and acceptance by the County formally or informally as required by County policy.

**XVIII. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2021. Upon written request for a term extension by the County to OSBM-DR, this agreement may be extended for one additional year.

County or OSBM-DR may terminate this Agreement, in whole or in part, by providing written notice to the other party at least 30 days before the effective date of termination set forth in the notice. After the issuance of any written notice of termination, the County within the 30-day period shall provide an account of all pending payment obligations to its contractors managing projects, constructing projects, and/or working on mitigation buyouts as well as an account for all bills that may become due within 30 days following termination. NCEM or OSBM-DR may require County to return of unspent funds that will not be needed to pay County's obligations that are due prior to the effective date of termination. County will forward all invoices it receives from its contractors to OSBM-DR after the effective date of termination, which OSBM-DR will process and pay all eligible bills, costs, fees and/or expenses. NCEM or OSBM-DR shall have the right to assume all County's projects and contracts so that all DRA and HM projects that were not completed by the County may be completed by OSBM-DR. The County agrees to execute all necessary documents to assign its contracts and projects to NCEM/OSBM-DR and make reasonable efforts to have its contractors agree to the requested assignments.

The County may also delegate or assign to OBSM-DR any project to manage, construct or buy-out without seeking termination of the Agreement.

- XIX. EXECUTION AND EFFECTIVE DATE: This Agreement shall become effective upon return of this amended Memorandum of Agreement, properly executed on behalf of the County, to OSBM-DR and will become binding upon execution of all parties to the Agreement. Once executed, the terms of this Agreement will be made effective as of December 1, 2018.
- XX. ENTIRE AGREEMENT: This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall be August 19, 2019.

NC OFFICE OF STATE BUDGET & MANAGEMENT	COUNTY OF JONES
BY:	BY:
Nels C. Roseland Deputy State Budget Director	Franky Howard County Manager
DATE	DATE 8-30-19
	This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. DATE 8/30/19 FINANCE OFFICER A. C. LOCCE



Hope Avery
Tax Administrator/Assessor

JONES COUNTY TAX OFFICE P.O. BOX 87 Trenton, NC 28585-0087

Susan Riggs Tax Collector

July 16, 2019

**Jones County Tax Collector:** 

For the Month of June:

2018 Levy Collection by Tax Office: 2018 Levy Collection by NCVTS:

37,201.77 62,746.69

2009-2017 Levy Collection:

5,542.64

**Total Levy Collection:** 

105,491.10

Susan B Riggs

Jones County Tax Collector

2018 Levy as of 06/30/2019:

\$ 7,084,676.55

Collected on 2018 Levy as of 6/30/2019

6,850,566.11

Other Levy Reduction:

**NCVTS Refunds** 

(3,536.08)

Refunds: Write-Offs:

(1,302.59) 0.52

**Total Levy Reduction:** 

6,845,727.96

Percent (%) of Levy Reduced as of 6/30/2019:

96.63%

Percent (%) of Levy Reduced as of 06/30/2018:

97.67%



#### **COUNTY OF JONES**

JONES COUNTY TAX OFFICE P.O. Box 87 Trenton, NC 28585-0087

Phone: (252) 448-2546 Fax: (252) 448-1080 Susan Riggs Tax Collector

July 17, 2019

To:

Hope Avery

Tax Administrator/Assessor

Jones County Board of Commissioners
Franky J. Howard, County Manager
Branda Pagas, Finance Officer/Assistants

Brenda Reece, Finance Officer/Assistant County Manager

From: Susan B. Riggs, Tax Collector

I, Susan B. Riggs, Tax Collector of the County of Jones, submit the following Jones County 2018 Tax Settlement Reports for your inspection. These reports are a summary of taxes collected by the tax office for the year 2018.

Jones County 2018 Levy Settlement Reports:

Summary of Total Collections, ending June 30, 2019 Summary of Uncollected Tax Receipts by Year of Levy, ending June 30, 2019 Summary of Deferred Tax by Year of Levy, ending June 30, 2019

Finally, I have included a 2018 Summary of Vehicle Taxes collected through the NCVTS program which lists comparable values between years 2017 and 2018, and the Top Ten Taxpayers in Jones County for 2018.

Collections in the Jones County Tax Office are balanced daily and monthly by reports from the Munis collection computer program.

I have made every effort within the boundaries of the North Carolina General Statutes and with the means afforded me by Jones County, to collect the taxes for 2018.

Please accept this as my settlement for the County of Jones for 2018.

Respectfully submitted to you by:

Susan B. Riggs

Jones County Tax Collector



### **COUNTY OF JONES**

Hope Avery
Tax Administrator/Assessor

JONES COUNTY TAX OFFICE P.O. Box 87 Trenton, NC 28585-0087 Phone: (252) 448-2546 Fax: (252) 448-1080

Susan Riggs Tax Collector

July 17, 2019

Please sign and date below your name to accept the 2018 Jones County Tax Settlement.

Commissioner W. Michael Haddock, Chairman Date: W. Middle Hellel Commissioner Frank Emory, Vice-Chairman Commissioner Sondra Tpock-Rigg Commissioner James Harper Commissioner April Aycock Commissioner Charlie Dunn, Jr. Commissioner Charlie Grav Respectfully yours,

Susan B. Riggs, Jones County Tax Collector

Accepted by: Jones County Board of Commissioners

Summary of Total Collections in Jones County Tax Office Year Ending June 30, 2019

Tax District	2019 Prepayments	2018 Levy	Prior Year Levy	Levy Collections	2018 Releases	2018 Releases   Prior Year Releases   Total Releases	Total Releases	Monthly Tax Office Collecti
*Jones County	\$ 16,435.78	16,435.78 \$ 6,076,073.54	\$ 190,486.34 \$	\$ 6,266,559.88 \$	\$ 106,263.45 \$		49,003.34 \$ 155,266.79	2018 Prepayments
Town of Maysville		214,493.63	9,018.72	223,512.35	490.32	332.70	823.02	ylut
Town of Pollocksville			2.38	2.38	19.45		19.45	August
Town of Trenton		49,308.51	2,191.75	51,500.26	7.32		7.32	September
No. 7/Rock Creek FD		10,703.51	36.25	10,739.76	2.00		2.00	October
Pollocksville FD		39,230.62	1,149.91	40,380.53	1,766.20	6.91	1,773.11	November
Trenton FD		42,078.50	1,398.12	43,476.62	366.53		366.53	December
Maysville FD		11,369.60		11,369.60	33.57		33.57	January
Comfort FD		13,898.68	785.83	14,684.51	27.08	44.52	71.60	February
Hargetts Crossroads FD		18,161.73	179.92	18,341.65	17.60	32.28	52.88	March
Wyse Fork FD		16,694.87	461.03	17,155.90	5.87	1,667.45	1,673.32	April
Drainage District		4,944.03	173.77	5,117.80				May
Ad, garn, nsf fees		3,399.21	3,241.04	6,640.25				June
Summary Total Collections \$		16,435.78 \$ 6,500,356.43 \$		209,125.06 \$ 6,709,481.49 \$	108,999.39	\$ 51,090.20	160.089.59	
							E	End of Month Report

36,939.19 \$ 90,845.69 \$ 677,730.21 \$ 297,915.13 \$ 467,241.52 \$ 1,232,834.23 \$ 2,339,016.39 \$ 936,017.97 \$ 162,266.44 \$ 230,376.65 \$ 114,665.88 \$ 114,665.88 \$ 49,570.62

thly Tax Office Collections

6,716,929.99	
nd of Month Report	

lections include levy, penalties and interest.	
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*Jones County's 2018 Levy and prior year collections include levy,	All other districts' collections include levy, penalties and interest
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שני מכונים מוסוביבים בסווטבים שניים מניים ועל, אם		
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Munis Balancing Reports
Summary Distribution Report
Tax Collector Report

Refunds         (71,123.00)           Writeoffs         13,649.61	Levy Collections	\$ 6,709,481.49
1	Refunds	(71,123.00)
	Writeoffs	13,649.61

Total collected:

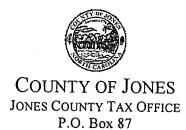
Monthly imbalances	
July-June	\$ 6,716,929.99
NSF (bad checks)	(7,403.32)
Water bill payment error	(45.98)
Check errors	0.38
August imbalance	0.42
Total Office Collections	\$ 6,709,481.49

# Summary of Uncollected Tax Recipts by Year of Levy Year Ending June 30, 2019

Γ		Γ			<b> </b>	-	~	~	1.0	100	<b>-</b>		1.0	Ī-	Τ.																	
	Totals			All Districts	\$ 265,323.67	104,584.64	46,653.58	43,612.68	21,679.06	28,991.95	27,328.03	20,549.01	16,078.56	13,291.39	2,119.70 \$ 337.23 \$ 1,241.86 \$ 1,145.95 \$ 1,678.60 \$ 82.27 \$ 1,603.46 \$ 9,124.66 \$ 548.09 \$ 588,092.57																	
	/Fees		Other	Districts	\$ 101.46	83.88	109.34	42.57	11.86	10.64	12.00	42.55	88.93	44.86	\$ 548.09																	
	Penalty/Fees			County	\$ 2,826.96 \$ 101.46	1,562.31	1,295.59	1,504.59	269.42	392.20	367.34	328.92	366.63	210.70	\$ 9,124.66																	
Advertisiting	Cost			County	\$ 657.96	252.67	157.86	132.65	92.19	79.87	71.56	63.92	49.08	45.70	\$ 1,603.46																	
				Drainage	\$ 82.27	1		•	,	•	,		•		\$ 82.27																	
			Wyse Fork	<del>.</del>	691.05 \$ 544.65 \$ 1,014.66 \$ 82.27	259.80	62.27	41.87	,	ı	•	,	•	٠	\$ 1,678.60																	
				Hargetts FD	\$ 544.65	286.58	131.80	110.09	72.83	-	-		•	•	\$ 1,145.95																	
				Comfort FD	1 3	268.68	145.95	76.32	59.86	-	•		-	•	\$ 1,241.86																	
				Maysville FD	\$ 337.23 \$	•				•	-	•	-	•	\$ 337.23																	
				Trenton FD   Maysville FD   Comfort FD   Hargetts FD	\$ 1,274.27 \$	361.21	200.93	209.97	73.32	•	•	,	,	•																		
	Levies		Pollocksville	FD	1,639.28	460.66	241.85	174.67	89.13	•	-	1	-	ı	2,605.59																	
		A. D. C.				Rock	Creek/#7 P	ED	\$ 31.09 \$	18.63	10.97	8.08	1.05	3.72	3.86	0:30	1.01	0.14	\$ 78.85 \$													
																					Trenton	\$ 2,431.86 \$ 31.09	816.32	899.12	679.29	532.08	639.73	558.60	564.89	654.26	92.90	\$ 7,869.05
																							Pollocksville	- \$		3.00	٠	,	83.05	264.58	32.21	55.98
				Maysville	\$ 13,393.43	4,852.15	4,182.86	2,836.42	2,164.09	2,416.98	2,134.98	2,225.31	1,823.08	1,555.97	\$ 37,585.27																	
				County	\$ 240,297.50   \$ 13,393.43	95,061.75	39,212.04	37,796.16	18,313.23	25,365.76	23,915.11	17,290.91	13,039.59	11,232.82	Totals \$ 521,524.87   \$ 37,585.27   \$ 547.12   \$ 7,869.05   \$ 78.85   \$ 2,605.59   \$																	
				Year	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Totals																	

Summary of Deferred Tax by Year of Levy Year Ending June 30, 2019

	Deferment Amount			Total Deferment and
Year	(Tax Base)	Deferment (Tax Levy)	Interest Until 6/30/19	Interest (Tax Levy)
2018	133,194,635	1,078,876	62,035	1,140,911
2017	131,824,155	1,107,323	163,330	1,270,653
2016	132,785,132	1,049,003	249,138	1,298,141
2015	131,770,367	1,040,986	340,923	1,381,909
Totals	529,574,289	4,276,188	815,427	534,665,903



Trenton, NC 28585-0087 Phone: (252) 448-2546 Fax: (252) 448-1080

Hope Avery
Tax Administrator/Assessor

Susan Riggs Tax Collector

# Jones County Top Ten Taxpayers for 2018

1)	Weyerhaeuser Company	276,372.84
2)	Jones-Onslow Electric Membership Corporation	214,335.87
3)	Hofmann Forest Timber Lands, LLC	130,288.63
4)	Duke Energy Progress, Inc.	77,748.78
5)	Brown's Realty Partnership	68,938.97
6)	Jones County Cotton Gin, Inc.	43,562.21
7)	Brunswick Timber, LLC	39,513.89
8)	Randy D. Riggs	26,739.54
9)	Anthony B. Andrews	22,780.00
10)	Martin Marietta Materials, Inc.	22,219.20



Hope Avery
Tax Administrator/Assessor

JONES COUNTY TAX OFFICE P.O. Box 87 Trenton, NC 28585-0087 Phone: (252) 448-2546 Fax: (252) 448-1080

Susan Riggs Tax Collector

State of North Carolina County of Jones

To the Tax Collector of the County of Jones:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Jones County Assessor and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Jones, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this the day of the

m day of August

Chairman, Board of Commissioners
Jones County

Attest:

Clerk of Board of Commissioners of

Jones County

5010

#### **Budget Amendment**

Date:

8/5/2019

Fund:

General

Fiscal Year:

2019-2020

Amendment #3

**Increase Revenues** 

Other Revenue	Advertising Sponsorship	11-0600-4839-16	500.00
Restricted DSS	Family Caregiver Support Pgrm	11-0212-4586-28	3,059.00
Total increase			2 550 00

**Increase Expenditures** 

Governing Body	Contract Services	11-4110-5440-13	500.00
Senior Services	Supplies & Materials	11-5860-5260-02	1,200.00
Senior Services	Contract Services	11-5860-5440-13	1,859.00
Total Increase in Expenditures			3.559.00

W Mild Hallel

Chairman

County Manager

Clerk to the Roard

Finance Officer

#### **Budget Amendment**

Date: 8/5/2019

Fund: Water Construction Fund

Fiscal Year: 2019-2020 Amendment #4

Increase Revenue

 Restricted Other
 GoldenLeaf Funds
 66-0213-4904-11
 55,855.00

 Restricted Other
 FEMA Funds
 66-0213-4904-12
 55,578.50

 Total Increase
 111,433.50

**Increase Expenditures** 

CN 27	Construction	66-8171-5912-18	42,399.00
CN 27	Additional Services	66-8171-5912-27	7,444.00
CN 27	Engineering	66-8171-5199-09	6,012.00
CN 28	Construction	66-8172-5912-18	41,842.50
CN 28	Additional Services	66-8172-5912-27	7,724.00
CN 28	Engineering	66-8172-5199-09	6,012.00
Total Increase in Expenditures			111,433.50

Mich Redle

Chairman

County Manager

Clerk to the Board

Finance Officer

#### **BOARD OF COMMISSIONERS**

Michael Haddock, Chairman Frank Emory, Vice-Chairman Sondra Ipock Riggs, Commissioner James Harper, Commissioner April Aycock, Commissioner Charlie Dunn, Jr., Commissioner Charlie Gray, Commissioner



August 5, 2019

## **PUBLIC COMMENT POLICY**

A public comment period shall be included as an item of business on the agenda at each of the regular monthly meetings of the Board of Commissioners. There will be no public comment periods held during agenda meetings, special meetings, or workshops, unless otherwise specified by the Board. All comments and suggestions to the Commissioners during the public comment period shall be subject to the following guidelines:

- 1. Each person desiring to speak during the public comment period shall sign up to speak prior to the start of the meeting on the form provided at the door, by listing the speaker's name, address and the topic on which he or she will speak. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the County Clerk in sufficient amounts (8 copies) at least fifteen minutes prior to the start of the meeting. Persons wishing simply to speak may sign up at any point before the meeting begins.
- 2. A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.
- 3. Each speaker will have a maximum of three (3) minutes at the beginning of the meeting and two (2) minutes at the end of the meeting to speak. A speaker may not sign up to speak more than once during the same public comment period. No time may be yielded to a speaker by another speaker. To avoid repetitiveness, groups are encouraged to select a spokesperson to speak on their behalf. At the request of the Board, groups of persons supporting or opposing the same positions may be asked to designate a spokesperson to speak, and the designated spokesperson may be allotted up to 8 minutes. Additional time may be allowed at the discretion of the Board.
- 4. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern and begin their remarks by stating their name and address.

- 5. Public comment is not intended to require the Commissioners to answer impromptu questions. Speakers should expect the Commissioners to refrain from engaging in a dialogue, except to the extent necessary to clarify the speaker's position. The allotted time for speaking from the podium is the method to address the Board during the public comments period. The Board will not entertain questions or comments called out from the audience. The Board will not take action on an item presented during public comment. When appropriate, the Board may refer inquiries and items brought up during public comment to the County Manager for follow up.
- 6. Speakers should at all times maintain proper decorum and shall make their comments in a civil manner. Personal attacks will not be tolerated. No person will be allowed to make obscene, derogatory, or slanderous remarks. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Commissioners.

Adopted this 5st Day of August 2019

Chairperson, Jones County Board of Commissioners

Mile Soddal

ATTEST:

I hereby ce the long a regular meeting of the Jones County Board of Commissioners held on August 5, 2019, the above Public Comment Policy was duly adopted.

Clerk to the Board

Call Now! 320-266-0797



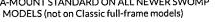


HOME MOTORS BOATS PROPS MEDIA BEENTHERE STORE ABOUT CONTACT CART (0)

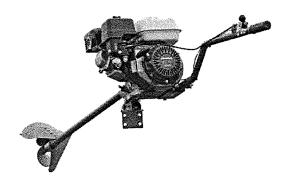
#### SWOMP LITE SERIES STANDARD FEATURES

- Machined Aluminum PTO Housing
- Electric Start standard on Vanguard (backup recoil start)
- $360^{\circ}$  Swivel Versa-Mount transom mount with 3 point locking system
- Triple-sealed long-life lower bearing system in Stainless Steel Housing
- Revo-Clean™ System keeps debris out of lower housing
- Backwater Blade™ Stainless Super weedless propeller
- Surface Tracer CT™ cavitation plate
- VERSA-MOUNT Designed to allow level mounting on transom from 0 16 Degrees Inside and outside of boat









HONDA GX200 NOW AVAILABLE

If you are looking to compare lightweight long tail mud motors or make a purchase, contact us today!

SWOMPLITE 10

Inquire

\$1850 - SWOMP LITE 10 SPECIFICATIONS

10 HP VANGUARD ENGINE

305 CC

DRIVE: Triple-sealed long-life bearing system SHAFT LENGTH: 65" or 55" SNEAK LITE PROP: Backwater Blade™ Stainless Super weedless

Weight: 65" shaft - 106 lbs. (112 pounds with Versa-Mount)

55" shaft - 102 lbs (108 pounds with Versa-Mount)



SWOMP LITE 6.5

Inquire

\$1550 - SWOMP LITE 6.5 SPECIFICATIONS

6.5 HP VANGUARD ENGINE

DRIVE: Triple-sealed long-life bearing system SHAFT LENGTH: 65" or 55" SNEAK LITE

PROP: Backwater Blade™ Stainless Super weedless
Weight: 65" shaft - 84 lbs. (90 pounds with Versa-Mount)
55" shaft - 80 lbs (86 pounds with Versa-Mount)



SWOMPLITE GX200

\$1650 - SWOMP LITE GX200 SPECIFICATIONS

Inquire Recoil Start only.

Add \$250 for Honda GX 200 with electric start and back up

recoi

200 CC HONDA ENGINE

DRIVE: Triple-sealed long-life bearing system SHAFT LENGTH: 65" or 55" SNEAK LITE

PROP: Backwater Blade<sup>™</sup> Stainless Super weedless

Weight: 85 lbs.

**SWOMP 13** 

\$2850 - SWOMP 13 SPECIFICATIONS

Inquire 13 HP VANGUARD V-TWIN ENGINE

479 CC

DRIVE: Triple-sealed long-life bearing system BOAT RECOMMENDATION: 12' - 16' x 36+"

16" or less boat transom height

SHAFT LENGTH: 65"

**ENGINE WARRANTY: 3 Years** 

PROP: Backwater Blade" Stainless Super weedless Weight: 140 lbs. (154 pounds with Versa-Mount)



**FEATURES** 











